

1 BILL NO. S-84-04-10

2 SPECIAL ORDINANCE NO. S- 42-84

3 AN ORDINANCE approving Contract  
4 84-XP-1, Division A - Lima-Cook-  
5 Huguenard Feeder Main, by and between  
6 the City of Fort Wayne, Indiana and  
7 Bercot, Inc., in connection with the  
8 Board of Public Works.

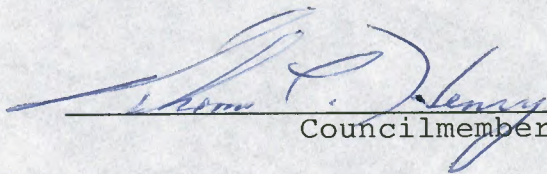
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That Contract 84-XP-1, Division A - Lima-  
12 Cook-Huguenard Feeder Main, by the between the City of Fort Wayne,  
13 Indiana, and Bercot, Inc., in connection with the Board of Public  
14 Works, for:

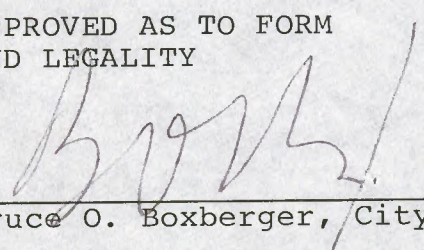
15 the installation of: 5260+ L.F. of  
16 24" ductile iron water main on Lima  
17 Road from Washington Center Road  
18 north to Cook Road;

19 involving a total cost of Two Hundred Sixty-Six Thousand Thirty-  
20 Six and 90/100 Dollars (\$266,036.90), all as more particularly  
21 set forth in said Contract, and which is on file with the Office  
22 of the Board of Public Works and is by reference incorporated  
23 herein, made a part hereof and is hereby in all things ratified,  
24 confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28   
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Henry,  
seconded by Stu, and duly adopted, read the second time  
by title and referred to the Committee City Utilities (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 4-10-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Stu, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-24-84

Nadège Eschoff  
SANDRA E. KENNEDY, CITY CLERK  
Chief Deputy

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-42-84  
on the 24th day of April, 1984,

ATTEST:

(SEAL)

Nadège Eschoff  
SANDRA E. KENNEDY, CITY CLERK  
Chief Deputy

Ray A. Eschoff  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 25th day of April, 1984,  
at the hour of 11:30 o'clock A. M., E.S.T.

Nadège Eschoff  
SANDRA E. KENNEDY, CITY CLERK  
Chief Deputy

Approved and signed by me this 26th day of April,  
1984, at the hour of 2 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



LIMA-COOK - HUGUENARD FEEDER CONT. 84-XP-1 DIVISION A. EDA. N<sup>o</sup>. 06-01-01955

BERCOT INC. ALL STAR CONST. LAND EXCAVATING T.G. EXCAVATING JOHN DENNEZ INC. WEITZEL CONST.

\$791.145 - \$766.042<sup>20</sup>  
\$268.103.<sup>31</sup> \$279.316<sup>20</sup>  
\$186.287 - \$205.610 - \$343.332.<sup>50</sup>



CONTRACT NO. 84-XP-1  
DIVISION A

BOARD ORDER NO. 77-83

EDA NO. 06-01-01959

WORK ORDER NO. 63631A

THIS CONTRACT made and entered into in triplicate this 6<sup>th</sup> day of April, 1984, by and between Bercot Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

5260± L.F. of 24" ductile iron water main on Lima Road from Washington Center Road north to Cook Road.

all according to Fort Wayne Water Utility Drawing No. Y-10585, Sheets 2 thru 12 and 44, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of two hundred sixty-six thousand and thirty-six and ninety hundreds dollars (\$266,036.90). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Water Engineering Department less the aggregate of previous payments, will be paid by Owner to the Contractor.

WEBIDD  
JOB A  
remove 5/5/84



#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Sub-contractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.



#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 84-XP-1 Division A.
- b. Instructions to Bidders for Contract No. 84-XP-1.
- c. Contractor's Proposal Dated March 21, 1984.
- d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10585.
- e. Supplemental Specification for Contract No. 84-XP-1.
- f. General Conditions for Contract 84-XP-1.
- g. Supplemental General Conditions for Contract 84-XP-1.
- h. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
- i. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- j. Workman's Compensation Act (I.C. 22-3-2-1).
- k. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- l. Prevailing Wage Scale.
- m. Performance and Guaranty Bond.
- n. Minority/Female Employment Requirements Option
- o. MBE/WBE Statement

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the contract within 130 consecutive calendar days after having been ordered by the Owner to commence work under this contract.



ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERCOT INC.

BY: *Saul Bercot*  
PAUL BERCOT, President  
BY: *W. Dean Bercot*  
W. DEAN BERCOT, Secretary

CITY OF FORT WAYNE, INDIANA

BY: *Win Moses, Jr.*  
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

*David J. Kiester*  
David J. Kiester, Chairman  
*Betty R. Collins*  
Betty R. Collins, Member

ATTEST:

*Helen V. Gochenour*  
Helen V. Gochenour, Clerk

Frank W. Heyman, Member

APPROVED AS TO FORM AND LEGALITY:

*R. M. [Signature]*  
ASSOCIATE CITY ATTORNEY

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Special Ordinance No. \_\_\_\_\_.

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 6th day of April, 1984, personally appeared the within named Paul Bercot and W. Dean Bercot, who being by me first duly sworn upon their oaths say that they are the President and Secretary respectively, of Bercot, Inc. (Contractor) and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Bercot, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

L. Settimi McMahon  
NOTARY PUBLIC

\_\_\_\_\_  
Type or Print Name of Notary

MY COMMISSION EXPIRES:

X

L. SETTIMI McMAHON  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN CO.  
MY COMMISSION EXPIRES MARCH 2, 1988  
ISSUED THRU INDIANA NOTARY ASSOC.



ACKNOWLEDGMENT

STATE OF INDIANA)  
                                  ) SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 6th day of April, 1984 personally appeared the within named WINFIELD C. MOSES, JR., Mayor of the City of Fort Wayne; DAVID J. KIESTER, BETTY R. COLLINS and FRANK W. HEYMAN members of the Board of Public Works, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

L. SETTIMI McMAHON  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN CO.  
MY COMMISSION EXPIRES MARCH 2, 1988.  
~~ISSUED THROUGH INDIANA NOTARY ASSOC.~~  
Notary Public  
*L. Settimi McMahon*  
Type or Print Name of Notary

My Commission Expires:

X





Bond No. 52 03 46

☒ **THE WESTERN CASUALTY AND SURETY COMPANY**  
☐ **THE WESTERN FIRE INSURANCE COMPANY**

The Company to provide this bond coverage shall be designated with an ☒ ..  
**FORT SCOTT, KANSAS 66701**

**PERFORMANCE BOND**

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

KNOW ALL MEN BY THESE PRESENTS:

That..... **BERCOT, INC.**  
(Here insert full name and address or legal title of the Contractor)

**6015 Huguenard Road, Fort Wayne, Indiana 46818**

as Principal, hereinafter called Contractor, and THE WESTERN CASUALTY AND SURETY COMPANY and/or THE WESTERN FIRE INSURANCE COMPANY, Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto .....

**BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA**

(Here insert full name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, in the amount of .....  
**TWO HUNDRED SIXTY-SIX THOUSAND THIRTY SIX and 90/100THS** ..... Dollars  
(**\$ 266,036.90**.....), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ..... 19 ....., entered into a contract with Owner for .....  
**CONTRACT NO. 84-XP-1, DIVISION A**  
**LIMA-COOK-HUGUENARD FEEDER MAIN**

in accordance with Drawings and Specifications prepared by .....  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this **6th** ..... day of **April** ..... A. D. 19 **84**

In the presence of:

**BERCOT, INC.** ..... (Seal)  
By: **Paul Bercot** (Principal)  
(Title)

**THE WESTERN CASUALTY AND SURETY COMPANY**  
**THE WESTERN FIRE INSURANCE COMPANY**

By: **Jerry C. Waak**  
Attorney-in-Fact

**Jennifer J. Ruprecht**

Performance Bond for General Contractors.

SB 5715 (1)

FORM FS 5617-R4

MUL.



POWER OF ATTORNEY

# The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." The president, any vice president or the secretary does hereby nominate, constitute and appoint

Jerry C. Waak of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for  
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws, and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of October, 1978

THE WESTERN CASUALTY AND SURETY COMPANY

By

*V. J. O'Gorek*  
Vice President



STATE OF KANSAS ss  
COUNTY OF BOURBON

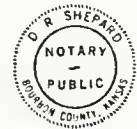
On this 17th day of October, A. D., 1978, before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

*D. R. Shepard*  
Notary Public.



I, G. R. Cantrell, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 6th day of April, 1984.

*G. R. Cantrell*  
Assistant Secretary.





MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BERCOT, INC.  
6015 Huguenard Road, Fort Wayne, Indiana 46818  
as Principal and THE WESTERN CASUALTY AND SURETY COMPANY, a corporation  
organized under the laws of the State of Kansas, with principal office at  
Fort Scott, Kansas, as Surety, are held and firmly bound unto  
BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA  
(hereinafter called the Obligee), in the penal sum of -----(\$266,036.90)-----  
-----TWO HUNDRED SIXTY-SIX THOUSAND THIRTY SIX and 90/100THS-----  
Dollars, for the payment of which, well and truly to be made, we do hereby bind  
ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

DATED this 6th day of April, 19 84.

WHEREAS, the said Principal has heretofore entered into a contract with  
the Obligee above named for

CONTRACT NO. 84-XP-1, DIVISION A  
LIMA-COOK-HUGUENARD FEEDER MAIN

and,

WHEREAS, the work called for under said contract has now been completed and  
accepted by said Obligee;

NOW, THEREFORE, the condition of this obligation is such, that if said  
Principal shall, for a period of one year(s) from and after the  
WRITTEN DATE OF ACCEPTANCE BY THE CITY OF FORT WAYNE, INDIANA  
indemnify the Obligee against any loss or damage directly arising by reason of  
any defect in the material or workmanship which may be discovered within the  
period aforesaid, then this obligation shall be void; otherwise to be and  
remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said  
Principal, written statement of the particular facts showing such default and  
the date thereof shall be delivered to the Surety by registered mail, at its  
Home Office in the City of Fort Scott, Kansas, promptly and in any event within  
ten (10) days after the Obligee or his representative shall learn of such  
default, and that no claim, suit, or action by reason of any default of the  
Principal shall be brought hereunder after the expiration of thirty days from  
the end of the maintenance period as herein set forth.

BERCOT, INC.

By: *Paul Bercot* Vice Pres.  
Principal

THE WESTERN CASUALTY AND SURETY COMPANY

By: *Jerry C. Waak*  
Attorney In Fact Jerry C. Waak



POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

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Jerry C. Waak of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of October, 1978

THE WESTERN CASUALTY AND SURETY COMPANY

By

V. J. O'Gorek  
Vice President



STATE OF KANSAS  
COUNTY OF BOURBON ss

On this 17th day of October, A. D., 1978, before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith; that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

D. R. Shepard  
Notary Public.



I, G. R. Cantrell, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 6th day of April, 1984.

G. R. Cantrell  
Assistant Secretary.





BILL NO. S-84-04-10

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving Contract 84-XP-1, Division A - Lima-Cook-  
Huguenard Feeder Main, by and between the City of Fort Wayne, Indiana  
and Bercot, Inc., in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 4-24-84  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Contract 84-XP-1, Division A - Lima-Cook, Huguenard Feeder Main

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 5-84-04-10

SYNOPSIS OF ORDINANCE Contract 84-XP-1, Division A - Lima-Cook-Huguenard Feeder Main

is for the installation of: 5260+ L.F. of 24" ductile iron water main on Lima Road  
from Washington Center Road north to Cook Road. Bercot, Inc., is the Contractor.

EFFECT OF PASSAGE Improvement to Fort Wayne Water Utility

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$266,036.90

ASSIGNED TO COMMITTEE \_\_\_\_\_